

A G R E E M E N T

between

TOWNSHIP OF OLD BRIDGE

and

SUPERIOR OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE
LODGE #22

January 1, 1989 through December 31, 1991

Dr. William P. McDonnell

Professional Labor Negotiations
and Contract Enforcement
8 Collins Avenue
Spotswood, New Jersey 08884

(201) 723-0452
FAX 723-0827

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ARTICLE I

Recognition

A. The Township hereby recognizes the Superior Officers Association (S.O.A.), Fraternal Order of Police, Lodge #22 as the exclusive collective negotiations agent for all superior officers employed by the Township in the ranks of Sergeant, Lieutenant and Captain. The Chief of Police and all other employees are excluded from this unit.

B. The term "superior officer" and "superior" shall be defined to include all bargaining unit members in Section A. the plural as well as the singular and to include males and females.

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ARTICLE III

S.O.A. Rights and Privileges

A. Information

1. The Council agrees to make available to the S.O.A. in response to reasonable requests from time to time all available information concerning the plans and operational programs of the Police Department and the financial resources available to the Council and Township, including but not limited to: annual financial reports and audits, staffing plans, register of personnel, tentative budgetary requirement and allocations, agendas and minutes of all Council meetings, census data, individual and group health insurance premiums and experience figures, and other such information that shall assist the S.O.A. in developing intelligent, accurate, informed and constructive programs on behalf of the superior officers, together with any information which may be necessary for the S.O.A. to process any grievance or complaint.

2. A designated S.O.A. representative may review the personnel file of a member of the bargaining unit in connection with the processing of a grievance provided an appropriate release has been secured in advance from the affected individual(s).

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2. A designated S.O.A. representative may review the personnel file of a member of the bargaining unit in connection with the processing of a grievance provided an appropriate release has been secured in advance from the affected individual(s).

D. S.O.A. Representatives

1. Accredited representatives of the S.O.A. may enter Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the S.O.A. decides to have its representatives enter the Township facilities or premises, it will request such permission from the Business Administrator or his representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Township government or normal duties of employees.

2. Representatives may be appointed by the S.O.A. to represent the S.O.A. in grievances with the Township.

E. Exclusive Rights

The rights and privileges of the S.O.A. and its representatives as set forth in this Article shall be granted to the S.O.A. as the exclusive representative of all employees covered by this Agreement, solely.

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Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. The S.O.A. agrees to provide an Association grievance form to all non-Association members.

2. Amount of Fee

a. Notification

Prior to the beginning of each membership year, the Association will notify the Business Administrator in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that total amount.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the

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unless the employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employee's employment in a bargaining unit position.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment, for any reason, be it resignation, layoff, retirement, dismissal or any other cause, before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee up to and including the last date of employment.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Township will, however, indicate in those records transmitted to the Association which monies are from dues and which monies are receipts from the representation fee.

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ARTICLE V

Salaries

A. The percentage increases for the three year Agreement are as follows:

1. 4% retroactive to January 1, 1989
2. 3% retroactive to July 1, 1989
3. 4% retroactive to January 1, 1990
4. 3% retroactive to July 1, 1990
5. 4% effective January 1, 1991
6. 5% effective July 1, 1991

B. The salaries during the lifetime of this Agreement will be as follows:

Sergeant Pay Rate

	<u>1989</u>	<u>1990</u>	<u>1991</u>
1/1	\$42,113(4%)	1/1 \$45,111(4%)	1/1 \$48,323(4%)
7/1	\$43,376(3%)	7/1 \$46,464(3%)	7/1 \$50,739(5%)

Lieutenant Pay Rate

	<u>1989</u>	<u>1990</u>	<u>1991</u>
1/1	\$45,765(4%)	1/1 \$49,024(4%)	1/1 \$52,515(4%)
7/1	\$47,138(3%)	7/1 \$50,495(3%)	7/1 \$55,141(5%)

Captain Pay Rate

	<u>1989</u>	<u>1990</u>	<u>1991</u>
1/1	\$49,416(4%)	1/1 \$52,934(4%)	1/1 \$56,703(4%)
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working same. If for any reason the Administration cannot give the extra time off (E.T.O.), the employee will receive payment.

C. Planning, Administration and Identification Division and Traffic and Safety

All officers assigned to Planning and Administration, Traffic and Safety, Records, and the I.D. Bureaus shall be paid an additional one thousand dollars (\$1,000) per year in addition to their regular annual base salary.

D. Detective Bureau

1. All Sergeants, Lieutenants and Captains assigned to the Detective Bureau shall be paid above their respective base salary an additional one thousand dollars (\$1,000) for the year partially in lieu of overtime work.

2. In the event a detective is required to work overtime on a case to which he had not been previously assigned (that is, someone's else's case), he shall be compensated at the rate of time and one-half for all hours worked.

3. In the event a Detective is called for duty while on standby, that detective shall be compensated at the rate of time and one-half for all hours.

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1. All Sergeants, Lieutenants and Captains assigned to the Detective Bureau shall be paid above their respective base salary for 1985 an additional one thousand dollars (\$1,000) for the year partially in lieu of overtime work performed on the continuing investigation of their own previously assigned cases.

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1. Patrol Bureau -All employees assigned to the Patrol Bureau shall work a four/four (4-4) schedule, each daily tour being ten (10) hours in length. For purposes of calculating their overtime rate, however, the standard of thirty-seven and one-half (37 1/2) hours shall be utilized.

2. Non-Patrol Bureaus -All other employees not assigned to the Patrol Bureau shall work a five/two (5-2) schedule, each daily tour being eight (8) hours in length. Such schedule will consist of a two (2) shift operation, forty (40) hours per week, Monday through Friday, with no weekend or holiday standby. Their overtime rate shall, also, be determined by utilizing the thirty-seven and one-half hour figure.

3. Employees working schedules other than 4-4, shall be compensated with an additional seventeen (17) days off per year. The Chief may use the holidays as the days to be taken by said employees.

F. Overtime Distribution

1. Overtime assignments shall be distributed among the respective division employees covered under this Agreement, in an equitable proportion.

2. An up to date overtime chart will be kept on a daily basis in the office of the officer in charge, so as to afford all division employees an equal opportunity to work overtime on a rotating basis. If an employee is not immediately

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I. Each employee will be compensated at a straight time rate for the first eight (8) hours of in-service training during the calendar year. In-service training in excess of eight (8) hours shall be compensated at a rate of time and one-half.

J. Employees shall be paid in accordance with these provisions for any required muster time.

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3. Military Service

Employment shall be considered as uninterrupted except no credit shall be allowed for service in the Armed Forces.

4. Disciplinary Action- no credit shall be allowed for the amount of time lost due to a disciplinary action.

C. Longevity shall be paid on a biweekly basis as part of the regular pay.

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ARTICLE IX

Holidays

A. All superior officers will be paid for the following holidays at their prevailing rate of pay in the second pay period in November each year.

New Year's Day	Labor Day
Martin Luther King's Birthday	General Election
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Thanksgiving Day (following Friday)
Memorial Day	Christmas Day
Primary Election	One (1) floating holiday
Independence Day	

B. Said pay will be paid in a lump sum during second pay period in November.

C. Holiday pay is to be part of employee's base annual salary for pensions, and therefore subject to pension contributions; holiday pay is not counted into base salary for hourly rate, overtime or longevity.

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C. Holiday pay is to be part of employee's base annual salary for pensions, and therefore subject to pension contributions; holiday pay is not counted into base salary for hourly rate, overtime or longevity.

(1) The Township shall, at its sole discretion, determine the amount of money available for such purpose. The amount shall then be divided by the average daily base salary of the employees of this unit and an average number of days which the Township can afford to cash in shall be established. This shall also be accomplished by October 1.

(2) In order for an employee to avail himself/herself of this program they may have used no more an v (5) sick days throughout the year.

(3) Once the Township has determined the amount of money available and the average number of days which it could cash in, it shall determine jointly with the F.O.P. the maximum number of days each qualified employee may cash n, which, however, shall not exceed ten (10). This shall be accomplished no later than November 1.

(4) Eligible employees shall be notified as to the maximum number of days which they cash in. The employee, no later than November 15, shall, at his or her option elect the number of days, if any, to be cashed in. Those availing themselves of this option shall receive a check for the cashed in days no later than the last pay period in December.

(5) It is understood that once cashed in those days are no longer accrued by the employee nor are they available for use as sick days.

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7. The Chief of Police, or his designee, may require an employee to submit to a physical examination. Such examination is to be conducted at Township expense.

B. Bereavement Leave

1. Death in Employee's or Employee's Spouse's Immediate Family

a. Five (5) days bereavement leave shall be provided to each employee without deduction of pay for each occurrence of death in the employee's or the employee's spouse's immediate family. The five (5) days shall be work days.

b. The immediate family shall be defined as father, mother, stepfather, stepmother, brother, sister, stepbrother, stepsister, grandfather, grandmother, spouse, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse's grandparents, or any other relative within the household of the employee.

c. A working day is defined as any scheduled eight (8) hour tour of duty prescribed by the employee's work chart.

2. Death of a Relative or Spouse's Relative Outside the Immediate Family

a. Three (3) days bereavement leave shall be granted in the event of the death of a relative or spouse's relative outside the immediate family as defined above. Sick leave may be used if additional time is required.

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ARTICLE XI

Health and Disability

A. Health Insurance

1. All employees and their spouses and children shall be covered under the existing Garden State Hospitalization and Connecticut General Life Insurance Company plan which includes Rider J and U.C.R. Plan; a prescription plan covering one hundred percent (100%); a dental plan which covers eighty percent (80%) of Class A and Class B services with a maximum of one thousand five hundred dollars (\$1,500.00) for orthodontia. Effective January 1, 1985, the aforementioned one thousand five hundred dollars (\$1,500.00) shall be increased by five hundred dollars (\$500.00) to a total of two thousand dollars (\$2,000.00) for orthodontia.

2. The Township shall have the right to select the insurance carrier or carriers to provide the aforementioned services and benefits provided that any new policy and plan is comparable to the policy and plan which was in existence at the effective date of this Agreement.

3. No later than forty-five (45) days prior to the Township exercising the rights provided in Section A.2. above, the Township shall present to the S.O.A. President, notice of the Township's intention to change carriers or self-insure, and furnish to the President a copy of the proposed new policy or

plan. No change shall be made by the Township sooner than forty-five (45) days after the aforementioned information has been furnished to the S.O.A.

B. Injury in the Performance of Duty

1. Any superior officer who is injured while acting in the performance of his duty shall receive full pay, less the workmen's compensation temporary disability payments, or State of New Jersey disability payments to which he is entitled such time as he is eligible for payments under the Police and Firemen's Retirement System of the State of New Jersey.

2. The determination as to whether or not the injury was sustained in the performance of duty shall be in accordance with the findings of the Division of Workmen's Compensation or in the eve that said findings were appealed to the Courts upon the findings of the Courts of the State of New Jersey.

C. Long Term Disability Benefits-As of the Signing of this Agreement

All employees will be covered by long term disability insurance. This insurance will supplement any other benefits so that employees with long term illnesses or serious accidents (whether job connected or not) would receive a total of two-thirds (2/3) their regular pay, after a waiting period of thirty (30) days. Such payments would continue until age sixty-five (65) for illness and/or life for accident.

D. Long Term Disability Benefits-After Signing of this Agreement

This section shall apply to employees who commence receiving long term disability after the date of signing of this Agreement.

1. Any employee who is receiving supplemental disability insurance payments from the Township commencing after the signing of this Agreement shall be governed by the Annual Earned Income Formula (A.E.I.F.) noted below. Such employee shall be permitted to earn annually, through gainful employment, the difference between their annual disability payments and what their annual base salary was at the time of their severance from the Township.

EXAMPLE:

a. An employee was at the maximum salary guide step, earning a base salary of \$30,000 at the time of his severance. He was receiving total disability payments as outlined in Section D.1 above, totaling \$20,000 annually. He would be permitted to earn, annually, through gainful employment, \$10,000 without being subjected to the application of the A.E.I.F.

b. Any amount earned above the threshold figure of \$10,000 would be subject to the A.E.I.F., which is:

Township Portion of Annual Disability Payment
Minus 50% of Individual's Annual Earned Income
Over the Threshold Amount

c. Therefore, should this employee earn an annual salary of \$15,000 , only \$5,000 of it would be applicable under the A.E.I.F. Thus, 50% of \$5,000 would be \$2,500 and, therefore, the Township would reduce its annual payment to the individual that year by \$2,500.

2. Annual earned income for purposes of the A.E.I.F. shall include all wages earned by the disabled employee, annually, through gainful employment and shall not include wages earned by spouse, interests, winnings, inheritances gifts, capital gains or the like.

3. Each employee affected by the provisions of Section D.1 above shall have their annual base salary, for the purposes of determining the threshold amount, only recalculated as of the initial date of this and all successor Agreement. Once recalculated that threshold number shall remain constant throughout the terms of that Agreement. It shall not be recalculated again until such time as a successor Agreement is negotiated.

4. Each employee affected by Sections D.1 and D.3 of this Agreement shall remain at the Salary Guide Step and/or rank that they had earned as of the date of their severance. The employee shall not accrue additional steps on the salary guide and would have their step altered only in the event that the original salary guide under which they were employed is abandoned and a new one supplants it. Reclassification or replacement onto

the new guide would be accomplished jointly, between the Township and the S.O.A.

5. The Township shall forward to each employee affected by the terms of Section D.1. et.seq., an annual statement informing them as to their threshold amount for the upcoming year, as well as a submittal sheet/affidavit upon which the disabled individual shall attach copies of all W-2 forms they have received for the previous year and affix their signature attesting to the accuracy and completeness of the W-2's. Any adjustments necessary as a result of the application of the A.E.I.F. shall be made and disbursed equally over the subsequent year's payments.

6. Any individual who knowingly defrauds the township by either altering or withholding the proper number of W-2 forms shall be liable in accordance with the terms of this Agreement. Said liability shall extend to the amount of additional money received by the individual as a result of such fraud, interest on said amount at the rate prescribed by the judge or arbitrator, and the Township's legal fees in that regard. Conversely, should the individual be exonerated of wrongdoing, the Township shall be liable for all back payments due, interest on any monies withheld at the rate prescribed by the judge or arbitrator, and the individual's legal expenses.

E. The Township shall provide all parties covered under this contract with an optical plan which shall cover the employee and his family. Such plan shall be subject to the approval of the S.O.A. This plan shall be equal to or better than the existing plan.

F. Health Benefits-Death of Employee

1. In the event of the death of anyone covered under this contract, his or her health benefits shall be provided for their spouse and family for a period of two (2) years or less should the spouse remarry within the two (2) year time. In the event the spouse does not remarry, but has dependent children, the coverage will be provided until the dependent children reach the age of twenty-one (21). In the event that dependent children are attending college, then the coverage shall be extended to age twenty-five (25).

2. In the event of the death of an employee covered under this Agreement, who dies as a result of injuries incurred in the line of duty, his or her health benefits shall be provided for their spouse until the spouse remarries or dies, whichever comes first. In the event the spouse does not remarry, dependent children shall be covered until they attain the age of twenty-one (21). In the event that dependent children are attending college, then the coverage shall be extended to age twenty-five (25).

G. The Township and the F.O.P. have agreed to the concept of an Employee Stress Assistance Program. The details of securing such a program and the limits of same are to be worked out between the Township and the F.O.P. in subsequent meetings.

H. The Township shall pay all premiums for a fifty thousand dollar (\$50,000) term life insurance policy for each employee. Beneficiary to be determined by the employee.

ARTICLE XII

College Incentive Plan

A. Each officer shall receive ten dollars (\$10.00) annually per semester credit accrued toward an Associate Degree program or a Bachelor's Degree in any field at any accredited institution of higher learning. Said payment before degree is earned will be made in a lump sum annually no later than the last payroll in the month of July. The payments are predicated on a continuing education program and the officers enrolled must earn a minimum of twelve (12) credits during two (2) successive calendar years or no payment will be made in the third calendar year or beyond until such rate of credit earnings has been obtained.

B. Once an Associate Degree has been obtained, the officer will receive as a permanent part of his salary, the sum of six hundred dollars (\$600.00) per annum; and for a Bachelor's Degree, the sum of twelve hundred dollars (\$1200.00) per annum in lieu of the aforementioned lump sum payments. Any officer earning a Master's Degree shall receive three hundred dollars (\$300.00) in addition to the amount received above for a Bachelor's Degree.

C. Officers obtaining an Associate Degree wishing to continue in the program with a view toward obtaining a Bachelor's Degree would receive lump sum payments for credits earned in

excess of those required under the Associate Degree program which would apply toward their Bachelor's Degree. Said lump sum payments would be over the six hundred dollars (\$600.00) added to their base pay.

D. In no case would officers who have not obtained an Associate Degree receive more than six hundred dollars (\$600.00) a year in lump sum payments, nor would those who received an Associate Degree but not a Bachelor's DEgree receive more than twelve hundred dollars (\$1,200.00) a year in a lump sum payment.

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ARTICLE XIII

Leave of Absence

A. A leave of absence without pay may be granted for good cause to any superior officer for a period of up to six (6) months. Maternity leaves are also included in this leave of absence. Such leave shall be granted at the sole discretion of the Business Administrator after recommendation from the Chief of Police. The leave may be extended for up to an additional six (6) months at the sole discretion of the Business Administrator after recommendation from the Chief of Police.

B. Leave provided hereunder shall not be arbitrarily or unreasonably denied.

C. A female officer who is pregnant and has been diagnosed by the township physician as being disabled and unable to perform her regular assigned duties, shall have, at the option of the Chief, the opportunity to work on a "light duty" status. She shall have the opportunity to return to "light duty" following her delivery until such time as the Township physician certifies her ability to return to regular duty. In the event the officer's physician disagrees with the medical opinion of the Township physician, the matter shall be referred for resolution to a third doctor selected by the employee's physician and the

Township physician. In the event the parties are unable to agree upon the selection of a third doctor, such doctor will be appointed by the County Medical Association. The fee of the third doctor, if required, shall be paid for by the Township.

ARTICLE XIV

Disciplinary Action

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation except for just cause, in accordance with State law, nor shall he be suspended without pay when no formal charges have been preferred for more than seven (7) days.

B. Written reprimand shall be grievable up to the Township Mayor. Any employee has the right to attach a written response to any written reprimand within seven (7) days of its receipt or final determination of the grievance adverse to the grievant.

C. Oral reprimands shall be grievable up to the Chief of Police.

D. Following one (1) year's time, an employee may request of the Chief of Police that a written reprimand be removed from his personnel file and the record expunged. Approval of such request shall not be arbitrarily or capriciously denied.

ARTICLE XV

Employee Rights

A. The wide ranging powers and duties given to the Department and its members involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the members of the force. In an effort to ensure that the investigation are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of any employee shall be when the employee is on duty. If it is required that the employee report to headquarters on his official duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined he is remiss in his duties or found guilty of a preferred charge.

2. The employee shall immediately be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the employee shall be so advised. All non-confidential information to apprise the employee of the allegations will be provided. If known that the employee is being interrogated as a witness only, he will be so informed at the initial contact.

3. The questioning shall be conducted for brief periods in length. Respites will be allowed. Time will be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.

4. The interrogation of the employee shall not be recorded without his knowledge.

5. The employee will not be subject to any offensive language, nor will he be threatened with transfers, dismissal, or any other disciplinary action. No promises of any nature will be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

6. If any employee is under arrest or is likely to be, or is a suspect, or target of a criminal investigation, he will be given his rights pursuant to current decisions of the United States Supreme Court.

7. In all cases and in every stage of the proceedings in the interest of maintaining the usual high morale of the force, the Township shall afford an opportunity for a member of the force, the Township shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative(s) before being questioned concerning a violation of the rules, laws, and regulations which

could result in a disciplinary action. During the interrogation of a member of the force, the member shall have a representative of the Association present plus legal counsel, if he so desires. A form shall be provided by the Police Department to all parties covered under this contract who are questioned or interrogated, and the S.O.A. member must sign and date this form if he decides not to have representation. This signed and dated form shall provide a waiver of representation for P.B.A. 127.

B. Rights and Protective Representation

Pursuant to Chapter 123, Public Laws 1975, the Council hereby agrees that every employee of the Township shall have the right freely to organize, join and support the S.O.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities exercising governmental powers under the laws of the State of New Jersey. The Council undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975, or other laws of New Jersey or Constitution of New Jersey of the United States; that it shall not discriminate against any employee with respect to wages, hours or any terms and conditions of employment by means of his membership in the S.O.A. and its affiliates, his participation in any activities of the S.O.A. and

its affiliates, collective negotiations with the Council, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

C. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Statutes, the Constitutions of New Jersey and the United States, or other applicable laws and regulations. The rights granted to employee hereunder shall be deemed to be in addition to those provided elsewhere.

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D. Required Meetings or Hearings

Whenever any employee is required to appear before any administrative officer or supervisor, Council or any committee member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee in his office, assignment, rank, employment, salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the S.O.A. or his designee present to advise him and represent him during such meeting or interview. Any suspension of a superior officer shall be with or without pay in accordance with law.

ARTICLE XVI

Management Rights

A. The Township of Old Bridge hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights.

1. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulation as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Division after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, to promote, transfer assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according. to law.

6. To lay off employees in the event of funds or under conditions where continuation of such work would be inefficient.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any other national, State, County or local laws or regulations.

D. It is agreed that no Section of this Article may constitute the basis of a grievance that may be submitted to arbitration.

ARTICLE XVII

Legal Aid

The Township shall provide legal aid to its officers in accordance with State statute. In this case, the officer may choose his attorney and the Township shall pay for his legal services in accordance with the municipal attorney's prevailing rates.

ARTICLE XVIII

Non-Discrimination

A. The Township and the S.O.A. agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, domicile, marital status, or political affiliation.

B. The Township and the S.O.A. agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the S.O.A. against any employee because of the employee's membership or non-membership or activity or non-activity in the S.O.A.

ARTICLE XIX

Outside Employment and Activities

A. Officers shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

B. It is understood that the full-time officers will consider their position with the Township as their primary employment. Any outside employment or activity must not interfere with the officer's efficiency in his position with the Township and must not constitute any conflict of interest.

C. Any officer planning to or engaging in any outside employment or activity during his off duty hours may be permitted to wear the regulation uniform with the approval of the Chief of Police.

D. All outside employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the outside officer's name and address, the employer's name and address, and the officer's work schedule.

ARTICLE XX

Grievance Procedure

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the negotiable terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. Definition

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With regard to employees, the term "grievance" used herein means an appeal by an individual or group of employees regarding the application or interpretation of this Agreement. Such grievance may be processed through the entire grievance procedure except as noted in Step Five below.

D. The following constitutes the sole and exclusive method for solving grievances between the parties covered by this Agreement.

Step One. Any grievance must be filed within thirty (30) days after the occurrence of application or interpretation of this Agreement which gives rise to any dispute. An earnest effort shall be made within three (3) working days

after the filing of the grievance by the grieved employee and/or Association and his immediate supervisor for the purpose of resolving the matter informally.

Step Two. If no satisfactory agreement is reached within three (3) working days after Step One, then the grievance shall be reduced to writing and submitted through chain of command to the employee's Bureau Commander.

Step Three. If no satisfactory agreement is reached within five (5) working days after Step Two, then a conference will be arranged with the Chief of Police or his designee.

Step Four. Should no acceptable agreement be reached within five (5) working days after Step Three, then the matter shall be submitted to the Business Administrator or his designee, who shall have ten (10) working days to submit his decision.

Step Five.

a. The parties agree that the last step of grievance arising out of the interpretation or application of Article XVII, Management Rights, Section A, subsections 2 and 4 shall be at the Mayor's level. Such grievance shall be submitted within ten (10) working days of the receipt of the Business

Administrator's response. A meeting between the S.O.A. and the Mayor shall be scheduled within ten (10) working days thereafter. Following the meeting the Mayor shall have ten (10) working days to submit the Mayor's decision in writing.

b. The parties agree that in the event the last step of the grievance is not satisfactorily resolved, either party may, within twenty (20) days request binding arbitration by serving said request upon the other. In that event, the parties, in accordance with the rules of the New Jersey Public Employment Relations Commission shall agree upon one arbitrator whose decision shall be binding.

(1) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

(2) The arbitrator shall decide only the single issue submitted to him unless parties by mutual consent agree to submit multiple issues to the same arbitrator.

(3) The costs of the arbitrator shall be borne equally by the parties. Any other costs shall be borne by the party incurring same.

E. In the event management alleges a violation of the provisions of this contract, notice shall within thirty (30) days of the alleged violation be served upon the S.O.A. and the parties shall meet within ten (10) days to attempt to resolve the

matter. In the event the matter is not satisfactorily resolved within fifteen (15) days of the first meeting, then either party, unless the time periods are mutually extended, may invoke the arbitration provisions set forth above.

F. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself provided the S.O.A. is given notification of all correspondence, meetings and grievance answers, and provided representatives of the S.O.A. are given the opportunity to be present at all steps of the grievance procedure up to the last appropriate step as contained herein but excluding Step Five, b., arbitration.

G. The time limits expressed herein shall be strictly adhered to. If any grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XXI

Clothing and Meal Allowance

A. A clothing allowance shall be payable annually for each employee during the first week of each year in the amount:

1989	Seven hundred fifty dollars (\$750.00)
1990	Eight hundred twenty five dollars(\$825.00)
1991	Nine hundred dollars (\$900.00)

B. A meal allowance of six dollars (\$6.00) per day to all officers attending school when meals are not included in the registration fee or provided by the school. This section shall apply for courses within the State and where overnight lodging is not required. This meal allowance excludes payment for meals during basic training.

C. All new uniformed employees will be provided with a riot helmet and jumpsuit.

ARTICLE XXII

Rules and Regulations

The S.O.A. may submit any input on revisions of the department rules and regulations to the promulgating authority in written form at any time during the life of the contract and , in particular, after notice of intent to amend any portion, prior to the promulgation of any department rules. In addition, this provision shall not be deemed to be a waiver of any right of the F.O.P. to negotiations concerning terms and conditions of employment afforded by amendments to existing rules.

ARTICLE XXIII

Seniority

A. Seniority is defined as the accumulated unbroken length of service with the department, computed from date of hire. An employee's length of service shall not be reduced by time, loss due to authorized leave of absence for a bona fide illness or injury certified by a physician for a period not to exceed one (1) year, and such certification shall be subject to review and approval by the Township physician. Seniority shall be lost and employment terminated by reason of discharge or resignation.

B. The principles of seniority shall apply to employees covered by this Agreement as to selection of vacation periods, compensatory days off and reductions in force. Seniority will be a consideration for work assignments providing the employee is qualified to perform such assignment.

C. Upon receiving a promotion, it is understood that full seniority rights within said position shall commence with the initial date of appointment to that position.

D. For the purpose of a reduction in position, seniority in the position will take precedence. In the event that two or more employees were promoted to the same position or

rank on the same date, then the employee with the greatest amount of departmental seniority shall be the last individual reduced or laid off.

E. It is understood that no new promotions will be made until any individual who was reduced in rank or position due to a layoff has been restored to the full rank and position held on the date of the layoff.

ARTICLE XXIV

Personnel File

A. Derogatory Material

No derogatory material concerning a superior officer's conduct, service or character shall be placed in his personnel file unless the officer has been given an opportunity to review the material. The officer shall acknowledge that he has been given the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The officer shall also have the right within seven (7) calendar days of such opportunity to submit a written response to such material for attachment to the file copy.

B. Personnel File

Each superior officer shall have the right, upon request, to review the contents of his personnel file. Each officer shall be entitled to have representative(s) of the S.O.A. accompany him during such review.

ARTICLE XXV

Miscellaneous

A. Upon retirement from the Police Department, all parties covered under this Agreement shall receive all health benefits in effect at the time of retirement at a fifty percent (50%) cost to the Township. Upon completion of at least twenty (20) years service with the Township of Old Bridge and twenty-five (25) years in the pension system, the employee shall receive all health benefits in effect at a one hundred percent (100%) cost to the Township, or as prescribed by law. Employees covered under this Section will not be required to pay any deductible. , 5

B. In the event of a reduction in rank due to a reduction in manpower for financial reasons, the men who have suffered the reduction in rank will be re-upgraded when the rank opens up again. This will be done on the basis of last man out, first man back. These parties who will be re-upgraded will not have to take any tests for re-upgrading; it will be automatic.

C. Upon resignation, retirement or termination, an employee is entitled to all holiday pay which has been accrued up to that point, as well as the per diem value of all unused vacation days. Upon the death of an individual covered by this Agreement, all of the above payments shall be made to his beneficiary as stated on his pension insurance policy.

ARTICLE XXVI

Separability and Savings

A. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. Should any provision be found contrary to the law, such provision shall no longer serve as operative. Should a change in the law reverse such a standing, the inoperative section shall, from that point forward, be in full force again.

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ARTICLE XX'II

Fully Bargained Provisions

A. This Agreement represents and incorporates the complete and final settlement by the parties on all bargainable issues which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. However, there should be no unilateral changes in any negotiable terms and conditions of employment.

ARTICLE XXVIII

Term Renewal

A. This Agreement shall be effective as of January 1, 1989 and shall be in effect to and including December 31, 1991. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective secretaries and/or clerks and their corporate seals to be placed hereon, in the Township of Old Bridge, New Jersey, on this _____ day of _____.

Superior Officers Association
Fraternal Order of Police
Lodge #22

By [Signature]

Witness Mary M Brown 1/30/91

Township of Old Bridge
Middlesex County, New Jersey

By [Signature]

Witness Mary M Brown
1/4/91 61